

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060644

1. ACTION REQUESTED/PURPOSE: Approve Interlocal Agreement between Lee County and the Town of Fort Myers Beach ("Town") for the temporary maintenance of the Town's beach accesses. Authorize the Chairwoman's signature on the Interlocal Agreement.

2. WHAT ACTION ACCOMPLISHES: Finalizes the Interlocal Agreement between the Lee County and the Town of Fort Myers Beach. Provides the Town with temporary (six months) assistance in the maintenance of the Town's beach accesses.

3. MANAGEMENT RECOMMENDATION: Approve the Interlocal Agreement.

4. Departmental Category: <u>CIIB</u>		5. Meeting Date: <u>5-23-2006</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/>
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u>

9. Background:

Lee County Parks and Recreation received a written request from the Town of Fort Myers Beach to temporarily assist (for a six month period) with maintenance of beach accesses 11 through 37 and the beach adjacent to these accesses. This came as a result of staffing issues within the Town's structure. Maintenance shall include removal of all trash debris and horticultural waste as well as the general maintenance of the accesses. Services will be provided 7 days per week, twice per day for each access.

Currently, the Town receives funds for the cost of the maintenance through the Lee County Tourist Development Council (TDC). Pursuant to the terms of the Interlocal Agreement (attached), the Town will release its entitlement to the amount of such TDC funds, so that the funds will be paid directly from the TDC to the County upon the County's invoicing the TDC.

The Town approved the Interlocal Agreement on May 4, 2006.

Exhibits: Three (3) Original Interlocal Agreements

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>[Signature]</u>				<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

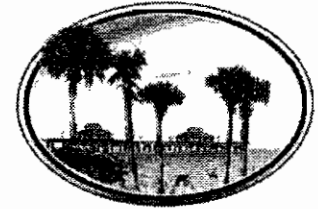
11. Commission Action:

Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN. CA
5/11/06
3:46 PM
 COUNTY ADMIN
 FORWARDED TO: [Signature]
5/11/06
4:30 PM

Rec. by CoAtty
 Date: 5/11/06
 Time: 3:35 PM
 Forwarded to:
3:35 PM
5/11/06

Town of Fort Myers Beach



Garr Reynolds
Mayor

Don Massucco
Vice-Mayor

Dennis Boback
Seat 3

Bill Shenko, Jr.
Seat 4

Charles Meador, Jr.
Seat 5

May 4, 2006

Barbara Manzo
Parks and Recreation
PO Box 398
Ft. Myers, FL 33902-0398

Dear Barbara,

Enclosed is the signed Inter-Local Agreement for the maintenance of the Beach
Accesses.

Thank you for your willingness to help out during this period of transition. Also, thank
you for all that you and your department do for the Town of Ft. Myers Beach.

Sincerely,

Rachel Lambert
Town Manager

Enc.

INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND TOWN OF FORT MYERS BEACH REGARDING MAINTENANCE OF BEACH ACCESSES

THIS Interlocal Agreement is made and entered into this ____ day of May, 2006, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Town of Fort Myers Beach, a municipality within the State of Florida, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the County and the Town, pursuant to Chapters 125, 163 and 166, Florida Statutes, have the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, the Town is in need of temporary assistance with maintenance of Town Beach accesses and adjacent Beach areas within the territorial limits of the Town; and

WHEREAS, the County has the ability to provide temporary assistance to Town regarding such maintenance; and

WHEREAS, both governmental entities determine it is in the public interest for them to enter into an Interlocal agreement regarding this matter.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Town and the County, intending to be legally bound, hereby agree as set forth below:

1. The above recitals are hereby incorporated as though fully set forth herein.
2. The County shall maintain the Town's Beach accesses (Beach Access eleven through thirty-seven) and the Beach adjacent to such accesses (collectively "the Accesses") upon written request of the Town. The scope of work shall include removal of all trash debris and horticultural waste in the waste receptacles and otherwise in the Accesses and generally keeping the Accesses clean and tidy. Such services shall be rendered seven (7) days per week, twice per day for each such Access.
3. Attached hereto as Exhibit "A" is the County schedule of fees payable for such maintenance assistance, and such schedule is hereby incorporated by reference.
4. The Town currently receives funds from the Lee County Tourist Development Council ("TDC") to offset the Town's cost for maintenance of the Accesses. The Town shall release its entitlement to the amount of such TDC funds proportionate to the County's assistance under paragraph two (2) above so that such TDC funds are paid directly from the TDC to the County upon the County's invoicing the TDC directly.
5. The County shall provide Town with a copy of the documents referenced in paragraph four (4) above, showing the amount it has invoiced the TDC on a monthly basis, within seven (7) days of such invoicing. In addition, the County

shall provide the Town with documentation of the funds received from the TDC within thirty (30) days of receipt of such funds.

6. Either party shall have the ability to terminate this agreement upon fifteen (15) days' prior written notice to the other party. Both parties intend this Agreement to be temporary in nature and therefore this agreement shall automatically terminate upon the expiration of six (6) months from the date last written below, if not terminated prior thereto. In addition, the parties shall have the ability to extend the agreement by mutual written agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as written below.

ACCEPTED AND AGREED TO AS OF THIS _____ DAY OF MAY, 2006 BY:

TOWN OF FORT MYERS BEACH
BY: *Dennis C. Boback*
DENNIS BOBACK, MAYOR

ATTEST
BY: *Rachel Lambert*
RACHEL LAMBERT, TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY
Anne Dalton
ANNE DALTON, ESQUIRE
TOWN ATTORNEY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
TAMMY HALL, CHAIR

BY: _____
DEPUTY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

Exhibit A

Approximate Schedule of fees for beach access maintenance

Labor Pool contracted staff	2 x \$9.51 hr x 56 hrs.	= \$1,065.12 weekly
On call Park Maint. Spec.	1 x \$10.00 hr x 56 hrs.	= \$ 560.00 weekly
Senior Maintenance Spec.	1 x \$19.95 hr x 56 hrs.	= \$1,117.20 weekly
Maintenance Supervisor	1 x \$27.13 hr x 14 hrs.	= \$ 379.82 weekly
Senior Maintenance Supv.	1 x \$30.48 hr x 3.5 hrs.	= \$ 106.68 weekly
Fuel (avg. per day)	15 @ 2.50 gal x 7 days	= \$ 262.50 weekly

APPROXIMATE WEEKLY TOTAL = \$ 3,491.32 X 4 weeks/month

MONTHLY TOTAL = \$13,965.28